

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

195 BROADWAY, NEW YORK, N. Y. 10007

AREA CODE 212 393-4383

K. P. WOOD
ASSISTANT VICE PRESIDENT

October 2, 1968

Professor Joshua Lederberg
Department of Genetics
Stanford University School of Medicine
Stanford Medical Center
Palo Alto, California 94304

Dear Sir:

Your inquiries aren't irritating, and I'm sorry that my response this time has been so slow.

You asked, "Exactly what do you market to an individual customer?" We market service.

In terms of how the "tariffs define the service that you warrant to a customer," here are the sections from interstate tariff No. 263:

2.1.1 Scope

(A) Long Distance Message Telephone Service is that of furnishing facilities for telephone communication between telephones in different local service areas in accordance with the regulations and system of charges specified in this tariff. The message charges specified in this tariff are in payment for all service furnished between the calling and called telephones. Long distance message telephone service includes See-While-You-Talk Service as set forth in 3.8 following and 50 Kilobit Switched Service as set forth in 3.9 following.

(B) The Telephone Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

2.1.4 Liability

(A) In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Telephone Company, and of the other uses for which facilities may be furnished him

by the Telephone Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Telephone Company are subject to the terms, conditions and limitations specified in (B), (C) and (D) following.

- (B) The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Telephone Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.
- (C) The customer indemnifies and saves the Telephone Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Telephone Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Telephone Company.
- (D) No carrier participating in this service shall be liable for any act or omission of any other carrier also participating in the service.

Sincerely,

K.P. Wood

*I thought you might find
recent issue of Bell Tel. Mag.
useful - and am sending it to you.
K.P.W.*